

TO: Mail Stop 8 Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450	REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK
---	---

In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been
filed in the U.S. District Court SD/TX P O Box 61010 Houston, TX 77208 on the following

☐ Trademarks or ☒ Patents. (☐ the patent action involves 35 U.S.C. § 292.);

DOCKET NO. H-11-310	DATE FILED 1/24/2011	U.S. DISTRICT COURT SD/Tx P O Box 61010 Houston, TX
PLAINTIFF V-Tech Patents LLC		DEFENDANT Carlisle Syntec Inc
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 7,296,138		Copy of Complaint mailed to Trademark Office
2 7,762,028		
3 7,631,464		
4		
5		

In the above—entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading	
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1		
2		
3		
4		
5		

In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT

CLERK David J. Bradley	(BY) DEPUTY CLERK M. Mapps	DATE 1/26/2011
---------------------------	-------------------------------	-------------------

Copy 1—Upon initiation of action, mail this copy to Director Copy 3—Upon termination of action, mail this copy to Director
Copy 2—Upon filing document adding patent(s), mail this copy to Director Copy 4—Case file copy

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

V-TECH PATENTS, L.L.C.

Plaintiff

v.

CARLISLE SYNTEC, INC.

Defendant

§
§
§
§
§
§
§
§

Civil Action No. 4:11-00310

JURY TRIAL DEMANDED

PLAINTIFF'S ORIGINAL COMPLAINT

Plaintiff, V-Tech Patents, L.L.C. ("V-Tech"), files this Original Complaint against Defendant, Carlisle SynTec, Inc. ("Carlisle"), and allege as follows:

THE PARTIES

1. V-Tech is a Texas corporation organized and existing under the laws of the State of Texas, with a place of business at 5534 Harvey Wilson Drive, Houston, Texas 77020.
2. Carlisle, on information and belief, is a corporation organized under the laws of the State of Delaware and has a principal place of business at 1285 Ritner Hwy Carlisle, PA 17013. Carlisle may be served by process by serving its registered agent The Prentice-Hall Corporation System, Inc., 2711 Centerville Road Suite 400, Wilmington, Delaware 19808.

JURISDICTION & VENUE

3. This is an action for infringement of a United States patent. Accordingly, this action arises under the patent laws of the United States of America, 35 U.S.C. § 1 et. seq. and jurisdiction is properly based on 35 U.S.C. § 271 and 28 U.S.C. § 1338(a).
4. Venue is proper in this district under 28 U.S.C. §§ 1391(b-c) and 1400(b). Upon information and belief, Carlisle transacts or has transacted business in this judicial district, or committed and/or

induced acts of patent infringement in this district. Moreover, this action arises out of or is related to Carlisle's actions here, including but not limited to, the negotiation and execution of the patent license agreement at issue in the breach of contract claim and training received by Carlisle at the direction of V-Tech. V-Tech has a principal place of business in this judicial district.

FACTS

5. V-Tech is an affiliate to V-Tech Industries, L.L.P., a skylight manufacturing company with its corporate headquarters in Houston, Texas. V-Tech developed certain skylights, patents and proprietary information in the development and manufacture of skylight assemblies. These articles, patents and information include inventions, discoveries, improvements, know-how, engineering, research, development, testing and other technical information, knowledge gained from testing and trial and error, design elements and manufacturing capacity for the skylight assemblies, and distribution and sales information. This proprietary and confidential information, as well as patented products and processes, were developed by V-Tech through considerable time, effort and expense and represent information vital to the continued successful manufacture and sale of skylight assemblies in the market.

6. On March 1, 2007, V-Tech and Carlisle entered a Patent License Agreement, attached hereto as Exhibit A ("Agreement").

7. V-Tech made reasonable efforts to keep its proprietary/confidential information from disclosure to any third party and has obtained and maintained all appropriate patents in connection with the Agreement, specifically U.S. Pat. Nos. 7,296,388 and 7,762,028 respectively (collectively referred to as "Licensed Patents").

8. Carlisle is a manufacturer and seller of skylight assemblies and related products to the roofing industry.

9. On March 1, 2007, Carlisle purchased from V-Tech equipment used to manufacture skylight assemblies. Ex. A, § 3. The Agreement grants Carlisle a license to patent applications 2005/0055901 and 2005/0178078, which ultimately issued as the Licensed Patents, relating to the manufacture of skylight assemblies. Ex. A, § 2.1. The Agreement also provides for payment of a royalty to V-Tech of all revenue invoiced or charged by Carlisle from its sale and distribution of the commercial skylights to its customers. Ex. A, §4.1(b).

10. Section 9.1 of the Agreement requires Carlisle to “use diligent efforts to continuously manufacture, market, and distribute the Licensed Products.” Ex. A, § 9.1.

11. Carlisle, through Nick Shears, Vice President of Sales & Marketing, sent a letter to V-Tech Industries, L.P. on January 9, 2009 stating that “Carlisle is not practicing the technology covered by [the Agreement].” January 9, 2009 letter attached as Exhibit B.

12. Notwithstanding the January 9, 2009 letter, V-Tech alleges that Carlisle obtained and used V-Tech’s technology, manufacturing capabilities and patent rights without proper compensation to V-Tech. Carlisle has failed to make any royalty payment and failed to provide accounting to Plaintiff from 2008 to the present, in violation of the express terms of the Agreement. Carlisle has profited from the use of the skylight assembly technology and patent rights without appropriate compensation to V-Tech, to V-Tech’s detriment.

13. Carlisle’s violation of the Agreement is not speculation. The Agreement unambiguously provides V-Tech the right to quarterly reports detailing Carlisle’s sales of commercial skylights sold for the prior calendar quarter. Despite repeated requests, Carlisle has never provided an accounting of the number of units sold of commercial skylights, nor any royalty payment, as required by the Agreement.

COUNT I - BREACH OF CONTRACT

14. V-Tech realleges and incorporates by reference all previous paragraphs.

15. Carlisle entered into a contract, the Agreement, with V-Tech as previously described. Carlisle failed to perform under the Agreement. V-Tech performed all obligations required of it and all conditions precedent have been performed or have occurred. Despite V-Tech's performance, Carlisle has breached its obligations under the Agreement. Carlisle's breaches have resulted in damage to V-Tech in an amount in excess of the minimum jurisdictional limits of this Court. Accordingly, V-Tech is entitled to maintain this action against V-Tech to obtain damages and attorneys' fees resulting from Carlisle's breach of contract.

COUNT II - PATENT INFRINGEMENT

16. V-Tech realleges and incorporates by reference all previous paragraphs.

17. On December 15, 2009, United States Patent No. 7,631,464 ("the '464 patent") entitled "Polymeric Insulated Glazing Unit with Molded Frame" was duly and legally issued. A true and correct copy of the '464 patent is attached as Exhibit C.

18. Pursuant to 35 U.S.C. § 282, the '464 patent is presumed valid.

19. V-Tech is the assignee of the '464 patent and at all times relevant hereto has had the right to enforce the '464 patent.

20. Carlisle, on information and belief, manufactures, uses and sells skylights, including for example and without limitation the Carlisle DryLight skylights¹, that infringe at least claims 1, 2, 4, 5, 7, 9, 10, 11, 12, 16, 17, 18 and 20 of the '464 patent. By manufacturing, using and/or selling such products, Carlisle has willfully infringed and continues to infringe, contribute to the infringement of,

¹ Including but not limited to Product Codes 310564, 310565, 310568, 310569, 310572, 310573, 310576, 310577, 310580, 310581, 310584, 310585

or induce the infringement of at least claims 1, 2, 4, 5, 7, 9, 10, 11, 12, 16, 17, 18 and 20 of the '464 patent, either literally or under the doctrine of equivalents.

21. The Carlisle DryLight is a skylight assembly with two sealed acrylic domes encapsulated by a retainer frame made of aliphatic pigmented polyurethane. A very high bonding tape that is fully cured and made of synthetic rubber is used to seal the double-dome glazing assembly.

22. Carlisle's acts of infringement of the '810 patent, as alleged above, have injured V-Tech and thus, V-Tech is entitled to recover damages adequate to compensate it for Carlisle's acts of infringement, which in no event can be less than a reasonable royalty.

DEMAND FOR JURY TRIAL

23. Carlisle hereby demands a jury trial on all claims and issues.

PRAYER FOR RELIEF

Wherefore, V-Tech prays for entry of judgment:

- A. that Carlisle has breached the Agreement;
- B. that Carlisle has infringed one or more claims of the '810 patent;
- C. that Carlisle account for and pay to V-Tech all damages caused by the infringement of the '810 patent, which by statute can be no less than a reasonable royalty;
- D. that V-Tech be granted all damages proven at trial;
- E. that V-Tech be granted pre-judgment and post-judgment interest on the damages caused to it by reason of Carlisle's infringement of the '810 patent;
- F. that V-Tech be granted its attorneys' fees in this action;
- G. that costs be awarded to V-Tech;
- H. that V-Tech is granted such other and further relief as the Court may deem just and proper under the current circumstances.

Respectfully submitted,

Date: January 24, 2011

/s/ Edward W. Goldstein
Edward W. Goldstein
Texas Bar No. 08099500
S. D. of Texas Bar No. 586
Califf T. Cooper
Texas Bar No. 23440555
Goldstein & Vowell, LLP
1177 West Loop South, Suite 400
Houston, TX 77027
Telephone: (713) 877-1515
Facsimile: (713) 877-1145
Email: egoldstein@gviplaw.com
Email: ccooper@gviplaw.com

Attorneys for V-Tech Patents, L.L.C.